



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

August 3, 2010

CBCA 1991-RELO

In the Matter of JAMES M. REESE, JR.

James M. Reese, Jr., Tioga, LA, Claimant.

Anne M. Schmitt-Shoemaker, Deputy Director, Finance Center, United States Army Corps of Engineers, Millington, TN, appearing for Department of the Army.

STEEL, Board Judge.

James M. Reese, Jr., claimant, an employee covered by a collective bargaining agreement, is seeking a waiver from the Government's request for reimbursement for relocation costs it paid when he transferred from North Dakota to take a position with the United States Army Corps of Engineers (USACE) in Savannah, Georgia. The Government seeks reimbursement because it asserts claimant violated the terms of his service agreement, which required twelve months of continuous government service in exchange for the Government's payment of relocation costs incident to his permanent change of station (PCS). Claimant resigned short of a year.

Where a collective bargaining agreement provides procedures for resolving grievances which are within the scope of the agreement, and the agreement does not explicitly and unambiguously exclude the disputed matter from those procedures, the procedures are the exclusive administrative means for resolving the matter. *Gary A. Klaus*, CBCA 1868-RELO (June 9, 2010); *Margaret M. Lally*, CBCA 791-TRAV, 07-2 BCA ¶ 33,713; *Rolando J. Jimenez*, GSBCA 16570-TRAV, et al., 05-1 BCA ¶ 32,916; *Carla Dee Gallegos*, GSBCA 14609-RELO, 99-1 BCA ¶ 30,300. Claimant is a member of a collective bargaining unit whose actions are governed by the negotiated agreement between the American Federation

of Government Employees and the USACE, Savannah District. That agreement establishes the only administrative procedure available to bargaining unit employees for the processing and disposition of grievances other than specifically-excluded matters, and the relocation claim is not a specifically-excluded matter. Consequently, we have no authority to consider claimant's request. Claimant must use the agreement's procedures, not the Board's, for resolving his claim.

CANDIDA S. STEEL
Board Judge